

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made this 13 day of 6, 2006, by and between MONTGOMERY COUNTY, MARYLAND, 101 Monroe Street, Rockville, Maryland 20850, a body corporate and politic and a political subdivision of the State of Maryland (hereinafter referred to as the "COUNTY"), and FiberTower Corporation, a Delaware corporation, hereafter referred to as "LICENSEE". (COUNTY and LICENSEE together the "Parties").

WITNESSETH

In consideration of the fees herein after reserved and other good and valuable covenants and obligations as hereinafter contained, the Parties agree as follows.

1. (a) COUNTY hereby grants to LICENSEE a non-exclusive license to occupy and use, subject to all of the terms and conditions herein, space located on COUNTY'S property located at 10025 Darnestown Road, City of Rockville in Montgomery County, State of Maryland (the "Property") for communications equipment listed in paragraph 4 hereof ("Equipment") to be installed on the roof and in the building, subject to COUNTY'S prior approval, as more particularly described on Exhibit A attached hereto and made part hereof (the "Premises"). At all times throughout the Term of this Agreement, and at no additional charge to LICENSEE, LICENSEE and its employees, agents, and subcontractors, shall have the right of reasonable ingress and egress, twenty-four (24) hours per day seven (7) days per week, to install, operate and maintain utility wires, pipes, cables, conduits, or other connections for use of its Equipment, subject to the restrictions in this paragraph. In the event that the LICENSEE desires access to the Property on weekends or prior to 7:00 A.M. or after 3:00 P.M., Monday through Friday, LICENSEE shall call the property manager at least 24 hours in advance. LICENSEE shall call (240) 777-6161 to provide advance notice for access in an emergency.

(b) At LICENSEE'S sole cost and expense and with minimal disruption to COUNTY, LICENSEE may install, erect, maintain and operate the Equipment and supporting structures thereto on the Premises. In connection therewith, LICENSEE may complete all work necessary to prepare the Premises for operation of the Equipment, including but not limited to installation of the transmission lines and appurtenances. Notwithstanding affixation to the Premises, title to the Equipment and all structures, transmission lines, cables, wires and conduits associated therewith installed by LICENSEE shall remain in LICENSEE. LICENSEE may remove all or part of the Equipment at its sole discretion and expense on or before the expiration or earlier termination of this Agreement.

2. (a) This Agreement shall be for the term of five (5) years ("Initial Term") commencing on the date (the "Commencement Date") upon which installation work begins. The Initial Term will terminate on the last day of the month of the fifth anniversary of the Commencement Date.

(b) This Agreement may be renewed by the mutual written agreement of the COUNTY and the LICENSEE for two (2) additional five (5) year terms ("Renewal Terms"), provided that the Parties hereto reach an agreement no later than six (6) calendar months prior to

the end of the Initial Term or the then current Renewal Term on the License Fee of this Agreement for the next five (5) year term, subject to a determination by the COUNTY that it can grant such an extension. COUNTY and LICENSEE shall execute a letter of agreement stating the commencement date of the then applicable Renewal Term.

(c) The annual license fee ("License Fee") for the Premises for the first Agreement year shall be Sixty Four Hundred Dollars (\$6,400.00). The "License Fee" shall be paid annually upon the "Commencement Date". At the beginning of the second Agreement Year and at the beginning of every Agreement Year thereafter during the Initial term, the then current annual License Fee shall be increased by three percent (3%) over the preceding annual License Fee. Any License Fee or portion thereof received later than ten (10) days from the date when it becomes due and payable shall be subject to a late fee of five percent (5%) of the fee payment in question. Should LICENSEE'S failure to pay continue for more than thirty (30) calendar days after a monthly payment becomes due and payable, COUNTY shall have the right to terminate this Agreement for default, and pursue any other legal remedies available to COUNTY under the laws of the State of Maryland. All fees shall be payable to Montgomery County Maryland, Department of Public Works and Transportation, Office of Real Estate, 101 Monroe Street 10th floor, Rockville, Maryland 20850 or to such other place as the COUNTY may, from time to time designate in writing at least thirty (30) days in advance of any fee payment date.

3. Upon the expiration or earlier termination of this Agreement, LICENSEE shall, within ninety (90) days of such expiration or termination, remove all of its Equipment and Facilities from the Property and the Premises. If LICENSEE fails to remove its Equipment from the Property or the Premises within the period specified herein, COUNTY may remove the Equipment upon written notice to LICENSEE provided that LICENSEE has not removed its Equipment within thirty (30) days of such notice, and charge the LICENSEE for the cost of such removal with no liability of the COUNTY to turn over such Equipment and Facilities to LICENSEE.

4. LICENSEE shall use the Premises for the purpose of constructing, maintaining and operating a Communications Facility ("Facility") as part of a network operated by the LICENSEE consisting of two dishes as per Exhibit A. Such operation may include (but not be limited to) the use of radios, the use of terrestrial services provided by other telecommunications carriers, and related activities necessary for the operation of the network. Such permitted use shall include the installation, maintenance, operation, repair and replacement, including upgrades, of its communication fixtures and related equipment, cables, accessories and improvements (collectively the "Equipment") and any other items necessary for the successful and secure operation of the Facility. Upon notice to COUNTY, LICENSEE shall be permitted to place telco cable connections to additional carriers on the Property. All work on the Premises and improvements thereto, including the plans and specifications for such work, shall be at LICENSEE'S expense, and shall be subject to prior written review and approval of the COUNTY. LICENSEE will maintain the Premises in good condition. It is understood and agreed that LICENSEE'S ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all governmental licenses, certificates, permits, and any other approvals or other relief required of or deemed necessary by LICENSEE for its use of the Premises, including without limitation applicable applications for zoning variances, zoning ordinances,

amendments, special use permits, and construction permits (collectively referred to as "Approvals") required by any federal, state, or local authorities. COUNTY authorizes LICENSEE to prepare, execute and file all required applications to obtain Approvals for LICENSEE'S use under this Agreement and agrees to reasonably cooperate with LICENSEE relative to such applications, at no cost to COUNTY. In the event that any such application should be finally rejected or any Approval is canceled, expires, lapses or is otherwise withdrawn or terminated by government authority or if LICENSEE determines in its reasonable discretion that the cost of obtaining or retaining the same is commercially unreasonable, or; if LICENSEE in its sole discretion determines within one-hundred twenty (120) days from the execution hereof, that it will be unable to use the Premises for its intended purposes, LICENSEE shall have the right, without penalty or further liability, to terminate this Agreement. Notice of LICENSEE'S exercise of its right to terminate, shall be given to COUNTY in writing by certified mail, return receipt. In no event shall COUNTY be permitted to relocate LICENSEE's Equipment, without the prior written approval of LICENSEE, which approval shall not be unreasonably withheld or delayed. Such relocation, if approved, shall be at COUNTY'S expense.

5. LICENSEE hereby agrees to indemnify and hold the COUNTY harmless against any claims which may be made against the COUNTY for loss or damage to persons or Property caused by the LICENSEE'S use of the Property or installation, repair, or maintenance of the equipment by the LICENSEE. COUNTY hereby agrees to indemnify and hold the LICENSEE harmless against any claims which may be made against the LICENSEE for loss or damage to persons or Property caused by the COUNTY'S use of the Property or installation, repair, or maintenance of the equipment by the COUNTY. Any obligation or liability of the County arising in any way from this Agreement is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the damage caps and notice requirements stated in the Maryland Local Government Tort Claims Act, currently found at Maryland Code Annotated, Courts & Judicial Proceedings Art. §§5-301 et seq. (the "LGTC"). Any indemnification given by the County in this Agreement is not intended to create any rights in any third parties.

6. LICENSEE must obtain and maintain, during the entire time that this License remains effective,

1) a policy of public liability insurance with one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate for bodily injury and property damage including fire legal liability, premises and operations, independent contractors, personal injury and broad form property damage.

2) a policy providing Workers Compensation Liability meeting all statutory requirements of the State of Maryland, and the following minimum Employers' Liability limits: Bodily Injury by Accident - \$100,000; Bodily Injury by Disease - \$500,000; Bodily Injury by Disease - \$100,000 each employee

3) an automobile liability policy with a minimum limit of liability of one million dollars (\$1,000,000), combined single limit, for bodily injury and property damage coverage per occurrence including the following: owned automobiles, hired automobiles, non-owned automobiles

LICENSEE must deliver to the COUNTY a certificate(s) of insurance issued by insurance companies licensed in the State of Maryland, evidencing the coverage herein above described within thirty (30) days from the execution of this Agreement. The certification (certificate holder) must be issued to Montgomery County, Maryland, Department of Public Works and Transportation, Division of Capital Development/Real Estate Office, 101 Monroe Street, 10th Floor, Rockville, Maryland 20850. The liability policies must name Montgomery County, Maryland as an additional insured. All policies must provide the County with a minimum of thirty days notice of material amendment or cancellation. The County may from time to time reasonably modify the limits and coverages required under this License after a ninety (90) days notice of change in it's insurance requirements.

7. LICENSEE, upon the expiration and termination of this Agreement, either by lapse of time or otherwise, shall peaceably surrender to COUNTY the Property and Premises in same condition as when the property and premises were delivered to LICENSEE, reasonable wear and tear excepted.

8. It is agreed and understood that this Agreement contains all agreements, promises, and understandings between COUNTY and LICENSEE, and any addition, variation, or modification to this Agreement shall be void and ineffective unless made in writing and signed by Parties.

9. This Agreement and the performances thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maryland.

10. This Agreement may not be sold, assigned or transferred and LICENSEE shall not permit any other party to use the Premises or Property or any of LICENSEE's Equipment on the Property; provided, however, that LICENSEE may assign, with written consent, its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets. COUNTY may assign this Agreement subject to the assignee assuming all of COUNTY's obligations herein.

11. All notices hereunder must be in writing and shall be deemed validly given if hand delivered to the other party or if sent by certified mail, return receipt requested, addressed as follows (or such other address as the party to be notified has designated to the sender by like notice):

COUNTY:

Montgomery County Maryland
c/o Department of Public Works & Trans.
Office of Real Estate
101 Monroe Street, 10th floor
Rockville, Maryland 20850

LICENSEE:

FiberTower Corporation
720 Avenue F, Suite 109
Plano, Texas 75074
Attn: Real Estate

With a copy that does not constitute notice to:

Office of the County Attorney for Montgomery County, Maryland
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

12. If logistically possible and subject to prior approval from one of LICENSEE's customers, who is a licensee at the Property ("Customer"), LICENSEE shall draw utilities from Customer. If LICENSEE is unable to draw power from Customer, LICENSEE shall include Sixty Nine Dollars (\$69.00) with the monthly rent, which is an estimated amount for its electrical consumption ("Utility Fee") and the costs associated with the provision of such utilities. If at any time, but not more than once in any calendar year, COUNTY believes that Utility Fee is not adequate to cover LICENSEE's electrical consumption, Owner shall notify LICENSEE and LICENSEE shall recalculate estimated utilities based on current utility rates and adjust the Utility Fee accordingly. LICENSEE shall have the right to obtain emergency power from either (i) COUNTY, if available, or (ii) to provide its own.

13. COUNTY represents and warrants that: (i) COUNTY owns or licenses the Property, unencumbered by any liens, restrictions, mortgages, covenants, conditions, easements, Licenses, agreements of record or not of record, which would adversely affect LICENSEE's use and enjoyment of the Premises under this Agreement; (ii) if LICENSEE is not in default, COUNTY grants to LICENSEE sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; and (iii) its execution and performance of this Agreement will not violate any covenants or the provisions of any mortgage, license or other agreement binding on the COUNTY.

14. It is expressly understood that the COUNTY shall not be construed or held to be a partner, co-venturer, agent or associate of LICENSEE; it being expressly understood that the relationship between the Parties hereto is and shall remain at all time that of the COUNTY and LICENSEE.

15. LICENSEE shall attach, energize, and operate its antenna and related Equipment at all times in a manner that has been approved by the COUNTY and in such a manner that will not measurably interfere with any existing tenant of the Property's use of its telecommunication equipment. If any such interference occurs, in the reasonable assessment of the COUNTY, based upon verifiable data or testing at COUNTY'S sole cost and expense, and is not corrected by LICENSEE within twenty-four (24) hours after written notification, the COUNTY shall have the right to require LICENSEE to cease operation until the interference is eliminated except for reasonable and necessary tests to eliminate such interference and repair LICENSEE'S Equipment. COUNTY acknowledges that it is critical to LICENSEE's business operation that there is never a physical obstruction of the line of sight of LICENSEE's antenna(s). COUNTY agrees, immediately, which shall mean less than four (4) hours after notice thereof, to eliminate,

without cost to LICENSEE, any physical obstruction of the line of sight of LICENSEE's antenna(s) caused by COUNTY or any licensee of COUNTY. If such physical obstruction has not been removed within one (1) day of notice thereof, LICENSEE will have the right, in addition to any other rights that it may have at law or in equity to elect to enjoin such physical obstruction or to terminate this Agreement.

16. Either Party shall be considered in default of this Agreement upon the occurrence of any of the following:

(a) Failure to perform any term, covenant or condition of this Agreement and the continuance thereof for fifteen (15) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money or for thirty (30) days following receipt of written notice from the non-defaulting party specifying said failure with respect to a default which may not be cured solely by the payment of money. In either event, the non-defaulting Party may pursue any remedies available to it against the defaulting party under applicable law, including but not limited to, the right to terminate this Agreement.

(b) If the non-monetary default may not be reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting Party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

17. This Agreement may be terminated, without penalty or further liability, by LICENSEE upon written notice, if LICENSEE is no longer providing backhaul service at the Property.

18. COUNTY hereby waives any and all lien rights it may have, statutory or otherwise, concerning the LICENSEE's equipment or any portion thereof. LICENSEE's equipment shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and COUNTY hereby consents to LICENSEE's right to remove all or any portion of the equipment from time to time in LICENSEE's sole discretion.

19. LICENSEE and COUNTY hereby waive any claims against the other with respect to consequential, incidental or special damages.

20. Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) the use of the word "Term" shall collectively mean the Initial Term and any Renewal Term(s) and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have set their hand and affixed their respective seals the day and year first above written.

WITNESS:

By: Rebecca S. Domaruk

LICENSOR:

Montgomery County:

By: Joseph F. Beach
Joseph F. Beach, Assistant
Chief Administrative Officer

Date: 6/13/06

Approved for legal form and legality:
Office of the County Attorney

By: Gileen D. Brennan

Recommended:

By: Cynthia Brenneman
Cynthia Brenneman, Director
Office of Real Estate

WITNESS:

By: _____

LICENSEE:

FiberTower Corporation

By: [Signature]

Date: 5/10/06

[illegible]

ROOF PLAN

NORTHWEST ELEVATION



ONE GENERAL WAY
READING, MA 01867
tel. (781) 942 0024
fax (781) 942 0351
e-mail wamron@oerlatopetrum.com



9700 GREAT SENECA HWY
SITE NO. FTX1075010
9700 GREAT SENECA HIGHWAY
ROCKVILLE, MD 20850

FiberTower

[illegible]

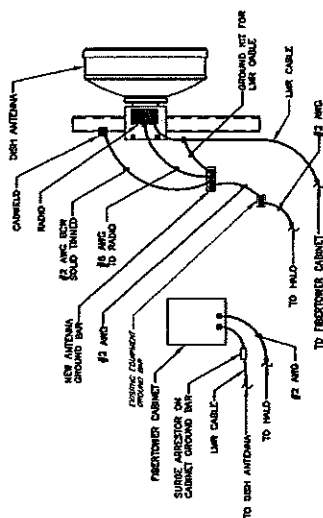
DATE: 11/01/2004

FIBERTOWER

PLANS & ELEVATION

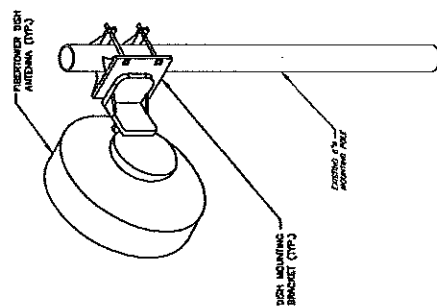
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EXHIBIT "A"

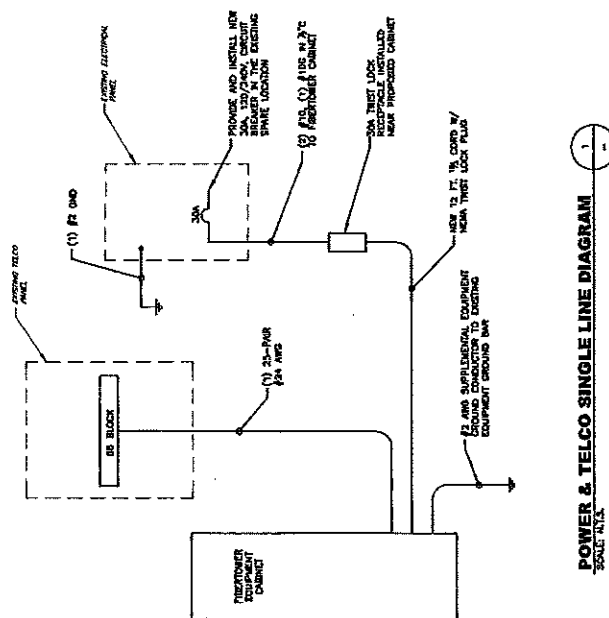


NOTE:
1. TIMES MICROVAVE COAX CABLES, EZAD004AH
CONNECTORS AND GROUNDING KITS ARE TO BE
USED FOR THE INSTALLATION.
2. ALL CONNECTIONS TO BE CADWELDED OR
DOUBLE HOLE LUG.

ANTENNA GROUNDING DETAIL 3
SCALE N.T.S.



**ANTENNA MOUNTING
DETAIL (TYP. OF 2)**



POWER & TELCO SINGLE LINE DIAGRAM

						NONISSUANCE STAMP		FIBERTOWER	
CONSTRUCTION DETAILS									
JOB NO.		3025		APPROVAL NUMBER		ADZ		REV	
SCALE		AS SHOWN		DESIGNED		DATE		BY	
NO.		DATE		REVISIONS		DRAWN		TIME	
1		09/12/98		BUILT FOR REVIEW		REV		ED FILE	

FiberTower
100 BERRY STREET
SUITE 4000
SAN FRANCISCO, CA 94109

8700 GREAT SENECA HWY
SITE NO. PDX1078010
8700 GREAT SENECA HWY
PORTLAND, OR 97208

ONE GENERAL WAY
READING, MA 01867
tel. (781) 942 0024
fax (781) 942 0531
e-mail sammon@earthlink.net

